	INTERAGENCY AGREEMENT for Race, Equity, and Social Justice Conference	HCA Contract Number: K5088
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THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Harborview Medical Center, Behavioral Health Institute (BHI), pursuant to the authority granted by Chapter 39.34 RCW.

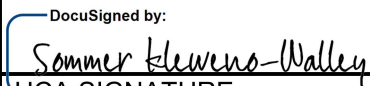

CONTRACTOR NAME Harborview Medical Center, Behavioral Health Institute				
CONTRACTOR ADDRESS 325 Ninth Avenue	Street	City Seattle	State WA	Zip Code 98294
CONTRACTOR CONTRACT MANAGER Melody McKee	CONTRACTOR TELEPHONE (206) 744-9172	CONTRACTOR E-MAIL ADDRESS melmckee@uw.edu		

HCA PROGRAM Behavioral Health Program	HCA DIVISION/SECTION Division of Behavioral Health and Recovery
HCA CONTRACT MANAGER NAME AND TITLE Steve Perry Behavioral Health Workforce Manager	HCA CONTRACT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTRACT MANAGER TELEPHONE (360) 725-2691	HCA CONTRACT MANAGER E-MAIL ADDRESS steve.perry@hca.wa.gov

CONTRACT START DATE May 1, 2021	CONTRACT END DATE September 30, 2021	TOTAL MAXIMUM CONTRACT AMOUNT \$100,000.00
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PURPOSE OF CONTRACT: Contractor will host the second annual Race, Equity, and Social Justice Conference for mental health and substance use disorder professionals to learn how race, ethnicity, gender, sexual orientation, and other characteristic contribute to health inequities.
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The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Sommer Kleweno Walley Chief Executive Officer	DATE 7/20/2021
HCA SIGNATURE 	PRINTED NAME AND TITLE Rachelle Amerine, Contracts Administrator	DATE 7/1/2021

1. **DEFINITIONS**

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contract” or **“Agreement”** means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

“Contractor” means Harborview Medical Center, Behavioral Health Institute (BHI) , its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“Data” means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“Services” means all work performed or provided by Contractor pursuant to this Contract.

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

2. **STATEMENT OF WORK**

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Schedule A, *Statement of Work*.

3. **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on **05/01/2021**, and be completed on **09/30/2021**, unless terminated sooner or extended upon written agreement between the parties.

4. **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$100,000**. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be as set forth in accordance with the budget in Schedule A, *Statement of Work*, Section 3, *Performance and Payment Chart*.

5. **BILLING PROCEDURE**

Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: hcabhaccountspayable@hca.wa.gov. Include a "cc" to steve.perry@hca.wa.gov and the HCA Contract number in the subject line of the email.

Invoices must be accompanied by a report describing and documenting to HCA's satisfaction a description of the work performed, and the progress of the project. All invoices will be reviewed and must be approved by the HCA Contract Manager or designee prior to payment.

Contractor must submit properly itemized invoices to include the following information, as applicable:

- a. HCA Contract number K5088;
- b. Contractor name, address, phone number, and SWV number;
- c. Description of Services;
- d. Date(s) of delivery;
- e. Total invoice price; and

HCA Contract Manager will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

6. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

7. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

8. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

9. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

10. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

12.1. Applicable state and federal statutes and rules;

12.2. Schedule A, Statement of Work; and

12.3. Any other provisions of the agreement, including materials incorporated by reference.

13. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

14. RECORDS MAINTENANCE

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

15. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by **HCA**. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For avoidance of doubt, all material that is prepared and presented by third-parties is not considered "works for hire."

16. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

18. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

19. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an Authorized Representative of the party and attached to the original Agreement.

22. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

23. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Schedules

Schedule A: Statement of Work (SOW) - Race, Equity, and Social Justice Conference

SCHEDULE A

Statement of Work - Race, Equity, and Social Justice Conference

1. Purpose

The Contractor will host the second in the series of Equity and Social justice conferences in September 2021, date to be determined. This two-day conference builds on the work of the original event held September 2020, to confront racism, health inequities, and institutional and implicit bias. The program is designed for substance use disorder professionals and others who work with people of color, the LGBTQ community, and others who face discrimination. The Equity and inclusion conference will again target behavioral health providers and the substance use disorder workforce, with a focus on those serving the Serious Mental Illness and Serious Emotional Disturbance populations. Participants will learn best practices and processes to identify and address institutional racism, implicit bias, and their effect on access to services, patient care, health equity and the workforce. Keynote presentations, roundtable discussions, and experiential workshops will be led by subject matter experts.

2. Statement of Work

2.1. Conference Coordination and Management

- 2.1.1. Contractor shall develop a detailed conference project plan to include all tasks, timelines, assignments, and budget items by June 30, 2021. The project plan must be updated as is necessary to remain current; no less than monthly. The plan must be provided to HCA contract manager upon each update.
- 2.1.2. Contractor shall provide and maintain a list of all conference planning committees and members. Lists must be updated as is necessary to remain current. The list must be provided to HCA contract manager upon each update. Members are subject to approval by HCA contract manager.
- 2.1.3. Contractor shall meet regularly with DBHR staff to coordinate overall management, including but not limited to: speaker selection, workshop schedules, workshop agendas and conference materials
 - 2.1.3.1. DBHR reserves the right to approve speaker selection, conference topics and agendas.
 - 2.1.3.2. Contractor is required to engage with minorities to design conference and select speakers and topics.

2.2. Virtual Platform Development - Conference Planning and Follow Up

- 2.2.1. Identify appropriate virtual conference platform;
- 2.2.2. Provide link to electronic registration system;
- 2.2.3. Coordinate accommodations/interpreter services;

- 2.2.4. Respond to participant questions; and
- 2.2.5. Prepare hand-out materials and distribute, as necessary.

2.3. Presenter/Speaker Coordination and Management

- 2.3.1. Coordinate workshop speakers as follows:
 - 2.3.1.1. Arrange virtual platform and provide technical assistance;
 - 2.3.1.2. Coordinate workshop needs including materials and audio-visual;
 - 2.3.1.3. Assist with developing bios and workshop descriptions; and
 - 2.3.1.4. Coordinate all presentations for keynote, plenary, and workshop speakers.
- 2.3.2. Develop a conference planning committee to help design conference, select speakers and topics.
 - 2.3.2.1. Committee members must include underrepresented members including minorities, people of color, and those with lived experience with racial prejudice, social injustice, and/or discrimination.
- 2.3.3. Meet regularly with designated HCA staff to coordinate overall management, including but not limited to:
 - 2.3.3.1. Speaker selection;
 - 2.3.3.2. Workshop schedules;
 - 2.3.3.3. Workshop agendas; and
 - 2.3.3.4. Conference materials.
- 2.3.4. HCA reserves the right to approve speaker selection, conference topics and agendas.
- 2.3.5. Contractor is required to engage with minorities to design conference and select speakers and topics.

2.4. Marketing and Design

- 2.4.1. Contractor will work with designated HCA staff to develop marketing materials and designs, to include but be limited to development of event log, online materials/images to be used on printed materials, and event supplies as needed.
- 2.4.2. Contractor will provide services to market the event via email, website, and social media.

2.5. Financial Management

- 2.5.1. Contractor will submit an invoice to HCA Contract Manager, as set forth in Section 5, *Billing Procedure*.
- 2.5.2. Pay bills and keep records directly related to the conference including but not limited to the virtual platform fees, printing costs, and supply costs.

2.5.3. Contractor will produce a completed final financial report no later than thirty (30) days following the event.

2.5.3.1. HCA recognizes that some vendors may not process invoices and record payments within that time frame, which may require subsequent amended reports. Acceptance of the amended reports will be at sole discretion of the HCA Contract Manager.

2.6. Evaluation Management

2.6.1. In coordination with designated HCA staff and presenters, Contractor will manage the development and implementation process and all related materials for evaluations of keynote speaker(s), workshops, and overall conference.

2.7. CEU Management

2.7.1. Coordinate to provide institutional Continuing Education Units (CEU). This includes coordination of payment for CEUs by academic participants, oversight of CEU process at conference, and distribution of CEU Certificates if applicable. Should CEUs credits not be available to participants, letters of attendance including clock hours will be provided after the workshop has been completed and as requested by participants. The Contractor will coordinate and send all necessary paperwork to participants.

2.8. Reporting

2.8.1. Contractor will submit a single final report summarizing the work completed for all the deliverables 2.1 through 2.7 identified above.

2.8.2. Final report is due October 31, 2021.

3. Performance and Payment Chart

DELIVERABLES	DUE DATE	PAYMENT
3.1. Approved Conference Project Plan	6/30/2021	\$35,000.
3.2. Final Report, to include: 3.2.1. Virtual Platform Development - Conference Planning and Follow Up; 3.2.2. Presenter/Speaker Coordination and Management; 3.2.3. Marketing and Design; 3.2.4. Financial Management; 3.2.5. Evaluation Management; and 3.2.6. CEU Management.	9/30/2021	\$65,000.
MAXIMUM CONTRACT TOTAL		\$100,000.